

EXHIBIT A – STIPULATION OF DISMISSAL WITH PREJUDICE

J. Noah Hagey, Esq. (SBN: 262331)
hagey@braunhagey.com
BRAUNHAGEY & BORDEN LLP
351 California Street, 10th Floor
San Francisco, CA 94104
Telephone: (415) 599-0210
Facsimile: (415) 276-1808

Mitchell C. Stein, Esq. (*Pro Hac Vice*)
stein@braunhagey.com
Kirsten Jackson, Esq. (*Pro Hac Vice*)
dooley@braunhagey.com
BRAUNHAGEY & BORDEN LLP
118 W. 22nd Street, 12th Floor
New York, NY 10011
Telephone: (646) 829-9403
Facsimile: (646) 403-4089

ATTORNEYS FOR PLAINTIFF
TARI LABS, LLC

Christopher S. Ford (State Bar No. 337795)
csford@debevoise.com
DEBEVOISE & PLIMPTON LLP
650 California Street
San Francisco, CA 94108
Tel: 415-644-5628

Megan K. Bannigan (*Pro Hac Vice*)
mkbannigan@debevoise.com
Jared I. Kagan (*Pro Hac Vice*)
jikagan@debevoise.com
Timothy Cuffman (*Pro Hac Vice*)
tcuffman@debevoise.com
Que Newbill (*Pro Hac Vice*)
qnewbill@debevoise.com
Grace McLaughlin (*Pro Hac Vice*)
gmclaughlin@debevoise.com
DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard
New York, NY 10001
Tel: 212-909-6000

ATTORNEYS FOR DEFENDANT
LIGHTNING LABS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TARI LABS, LLC,

Plaintiff,

v.

LIGHTNING LABS, INC.,

Defendant.

Case No. 3:22-cv-07789-WHO

**STIPULATION OF DISMISSAL WITH
PREJUDICE AND [PROPOSED] ORDER**

EXHIBIT A – STIPULATION OF DISMISSAL WITH PREJUDICE

WHEREAS, Plaintiff Tari Labs, LLC filed a complaint on December 8, 2022 against Defendant Lightning Labs, Inc. raising claims for trademark infringement under federal and state law;

WHEREAS, the parties have resolved the issues alleged in the complaint pursuant to a confidential settlement agreement (the “Settlement Agreement”), and the parties wish to discontinue this litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties that the above-captioned action should be dismissed with prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, that each party shall bear its own costs and attorneys’ fees in connection with this action, with this Court to retain exclusive jurisdiction to enforce the Settlement Agreement and disputes arising thereunder.

Respectfully submitted,

Dated: July 21, 2023

BRAUNHAGEY & BORDEN LLP

By: 
J. Noah Hagey

*Attorneys for Plaintiff
Tari Labs, LLC*

DEBEVOISE & PLIMPTON LLP

By: 
Megan K. Bannigan

*Attorneys for Defendant
Lightning Labs, Inc.*

Pursuant to the foregoing stipulation of the parties,

IT IS HEREBY ORDERED that this action is dismissed with prejudice.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction to enforce the Settlement Agreement between the parties and disputes arising thereunder.

Dated: _____, 2023

Honorable William H. Orrick
United States District Judge